UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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EXAMINER
SCARITO, JOHN D

ART UNIT	PAPER NUMBER
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

	Application No.	Applicant(s)
Office Action Summary	10/709,707	THOMAS, TRACEY R.
	Examiner	Art Unit
	John D. Scarito	3692

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _05 February 2008_.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-7,9 and 11-13_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-7, 9 and 11-13_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

The following is Examiner's response to Applicant's amendment dated 2/5/2008

stemming from Examiner's Office Action dated 11/5/ 2007.

Status of the Claims

As per Applicant's response, Examiner acknowledges that Applicant (1) amended Claims

1-7, 9, 11 & 12, (2) cancelled Claims 8 & 10, and (3) added new Claim 13. As such, Claims 1-7,

9 & 11-13 are currently pending.

Response to Remarks/Arguments

Minor Specification Objections

Examiner withdraws his objection under 37 C.F.R. 1.52(b)(2)(ii). Examiner was unaware

that Applicant utilized the USPTO's electronic filing system which required the format as

presented (e.g. font sizes of at least 17). In view of the Application's publication under

2005/0177503, Examiner does not require new copies of the Specification, Abstract, and Claims

for this reason.

Minor Claim Objections

Examiner withdraws his objection to Claims 1-12 under 37 C.F.R. 1.126. Examiner was

unaware that Applicant utilized the USPTO's electronic filing system which resulted in

formatting as presented (e.g. shorthand marginal references, [cl]). Regardless, the point is moot

in view of Applicant's amended claims.

As per Claims 8 & 10, Applicant cancelled said claims, thus all objections are moot and withdrawn.

As per Claim 9, Examiner's objection is moot in view of Applicant's amendment, thus withdrawn.

Provisional Double Patenting

Examiner withdraws his provisional rejection of Claim 1 in view of Applicant's amendment. Examiner advises Applicant to consider both statutory and non-statutory double patenting when amending related applications including at least: 10/709,701, 10/709,702, 10/709,703, 10/709,706, 10/709,707, & 10/710,779.

Statutory Grounds of Rejection

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

Claim Rejections - 35 USC § 112

Claims 3-5 & 12 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

As per Claims 3-5, Examiner withdraws his rejection in view of Applicant's assertion, without supporting evidence, that "the usage of the terms "substantially equal" and "substantial compliance" in the claims would be sufficiently clear to be understood by

persons in the field of invention, without further reference to specific numerical values."

[Applicant's response, page 9, paragraph 1].

As per Claim 12, Examiner withdraws his rejection in view of Applicant's amendment.

Claim Rejections- 35 USC § 102 & 35 USC § 103

Examiner notes Applicant's traversal without support of Examiner's §102 and §103

rejections in the Office Action of 11/5/2007. [Applicant's Response, page 9, paragraph 5].

Examiner finds this unpersuasive.

In response to Applicant's discussion of previously pending Claim 10, Applicant takes

Examiner's statement too literally. Examiner stated that VanLeeuwen [2002/0123949] "does not

specifically disclose" those steps, but doesn't admit that VanLeeuwen ('949) has no support for

those limitations. For instance, VanLeeuwen ('949) does explicitly teach the use of "incentives

to help [users] save money" including "awards points" [paragraph 31] with participation in such

programs "used to fund certain areas such as...future savings plans." [paragraph 32]. Here,

Examiner merely cites Postrel [6,594,640] to support the position of "awards points" having

monetary value and an exchange (e.g. conversion) being necessary.

Further, Examiner notes Applicant's assertion, without support, that the Claim 10

limitations, wrapped up into independent Claim 1 would be nonobvious to one of ordinary skill

in the art [Applicant's Response, page 10, paragraph 3]. Examiner finds this unpersuasive.

In response to Applicant's comments on Postrel ('640), Examiner notes that he was not

utilizing Postrel ('640) to suggest using reward points values to supplement a user savings

account. Examiner instead was using the primary reference, VanLeeuwen ('949), paragraphs 31 & 32 for this purpose.

In response to Applicant stating that VanLeeuwen ('949) disclosing "nothing of loyalty or reward points" [Applicant's Response, page 10, paragraph 5], Examiner points Applicant to VanLeeuwen ('949) paragraphs 31 & 32. As such, Applicant's comments regarding VanLeeuwen ('949) and Postrel ('640) and assertion of allowability are unpersuasive.

In response to Applicant stating that Ogilvie [6,631,358], "fails to disclose or suggest anything analogous to loyalty points" [Applicant's Response, page 11, paragraph 3], Examiner points Applicant to Ogilvie ('358) column 1, lines 56-63. There, Ogilvie ('358) discloses prior art systems that support the application of rewards program value to a "savings account" [see specifically column 1, lines 57, 58 & 63]. Further, Examiner utilizes Ogilvie ('358) to support incentives as based on money 'transfers' and the direction of incentives "to savings on behalf of the customer." [Abstract]. As such, Applicant's assertions, without evidence, are unpersuasive.

In sum, Applicant's arguments do not overcome the prior art of record and Applicant's claims are not in condition for allowance.

Response to Amendments

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claim 1 is rejected under 35 U.S.C. 103(a) as being unpatentable over VanLeeuwen

[2002/0123949] in view of Davis [2004/0193491].

As per Claim 1, VanLeeuwen ('949) teaches the method as follows:

receiving user financial information [paragraph 25, "user is able to input personalized data"],

wherein said user financial information includes **at least one of** user income information related to user

income [paragraph 72, "user's cash inflow"], user income source information related to user income

sources [see paragraph 72, "monthly pay from an employer, investment income…"], user

debt information related to user debts to said payees, [paragraph 25, "data input…setting up the

bills to be paid" & paragraph 10] and user goal information related to user goals [see paragraph

58, "help them reach their financial goals"];

Next, VanLeeuwen ('994) teaches providing **at least one** recommendation, wherein said

recommendation includes suggestions for minimizing user debt payments and maximizing user savings

[paragraph 24, "a debt plan and its associated recommendations." Here, Examiner notes

that most debt management plans ultimately aim, in the long run, to minimize debt

payments and maximize savings. & paragraph 45, VanLeeuwen ('949) contemplates

debt payments as being literally "minimum payments" but such action may "extend the [debt] almost indefinitely."];

Next, VanLeeuwen ('994) teaches establishing a payment hierarchy based at least in part on said recommendation [see paragraph 11, "creating a numerical ranking for each of the debts" & Figure 6], wherein said payment hierarchy includes at least a portion of said user income allocated to said user savings account and a portion of said user income allocated to said user debts [see paragraph 28, "users…to see the amounts they are spending in each category and the amounts they have allocated", "data collected is categorized into budget categories" & see paragraph 27, budget categories include "cash outflows (debts) [and] investment [savings]" & paragraph 28, "short-term, mid-term, and long-term funding" & see paragraph 30, "future spending (savings category) & paragraph 85, "money saving strategies"];

Next, VanLeeuwen ('994) teaches acquiring user income [see paragraph 25, "bill presentment and payment system", user can set up "payment preferences [and] the bills to be paid". One of skill in the art would appreciate that this requires control of user income through the "establish[ed] bank account[s]"].

Next, VanLeeuwen ('994) teaches transferring at least a portion of said user income, based at least in part upon said payment hierarchy, to **at least one of** said user savings account and said payees [see paragraph 26, "integrated bill presentment and payment system" in accordance with the "planned spending budget"];

Next, VanLeeuwen ('994) teaches providing loyalty points to **at least one of** (i) said user, (ii) at least one of said user income sources and (iii) at least one of said payees [see paragraphs 31,

"incentive to help them (e.g. users) save money" & "awards points", parenthetical

added].

However, VanLeeuwen ('994) does not explicitly disclose wherein said step of acquiring user

income includes obtaining information related to user loyalty points, converting said user loyalty points to a

currency value, and applying said currency value to said user savings account. Regardless, Davis

('491) teaches a method of promoting savings through the conversion of "award or

loyalty points for deposit into a savings vehicle" [paragraph 2 & paragraph 27,

"conversion" & paragraph 39]. Here, Davis ('491) translates these points into an "award

certificate" [paragraph 25], and the "value of the certificate [may be] directed into an

account specified by the [user]." [paragraph 26]. Said certificate is "purchased" by

"sending the transaction information (e.g. information related to user loyalty points)" to a

printing facility" [paragraph 28]. As such, it would have been obvious to one of ordinary

skill in the art, at the time of Applicant's invention, to modify VanLeeuwen ('994) to

include recognition of loyalty points as "income" and acquiring their value for application

to a savings account via conversion means. One would have been motivated to do so

given the reality of "user accrual of "tens or hundreds of thousands of loyalty points

through a myriad [of] loyalty rewards programs" [Davis ('491), paragraph 3]. One of

skill in the art would appreciate loyalty points as merely another asset of the user which

should be utilized in his/her budgeting/debt payment program. Further, VanLeeuwen

('994) supports the application of "awards points" to supplement "future savings plans."

[paragraph 31]. Alternatively, (1) loyalty conversion and application to a savings vehicle

was known (e.g. Davis ('491)) and budgeting for savings was known (e.g. VanLeeuwen

('994)), (2) the technical ability exists to combine these as claimed and the results of the

combination are predictable, and (3) when combined, they perform the same function as

they did separately.

Claims 2-7 are rejected under 35 U.S.C. 103(a) as being unpatentable over VanLeeuwen

[2002/0123949] in view of Davis [2004/0193491], as applied in Claim 1 above, and further in

view of Ogilvie [6,631,358].

As per Claim 2, VanLeeuwen ('949) as modified teaches the method of Claim 1 above.

However, neither VanLeeuwen ('949) nor Davis ('491) explicitly disclose **providing** loyalty

points based upon **at least one of** said acquiring step and said transferring step. Regardless,

VanLeeuwen ('949) does disclose offering an incentive in response to "progress the user

is making…on the debt reduction program." [paragraph 31]. Here, Examiner notes that

to make 'progress', it necessarily involves the acquiring of income and the transfers of

value in paying off debts, etc, in line with the recommendation or hierarchy disclosed. In

this vein, Ogilvie ('358) teaches a method of "directing funds on behalf of a customer to

a specified account (e.g. savings) as a beneficial side effect of a transaction that is

primarily directed toward another goal (e.g. paying a bill)..." [Abstract, parentheticals

added]. Here, per an agreement "a specified percentage of the transaction or a flat

amount" is derived [see Abstract] and Ogilvie ('358) suggests that other "rewards

programs" permit deposits in savings [column 1, lines 58 & 62]. Here, Examiner asserts,

in view of Davis ('491), that loyalty points are merely another type of a 'rewards program'

that represents monetary value for transfer to an account. As such, it would have been

obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify

VanLeeuwen ('949) and Davis ('491) to include providing loyalty points in response to

transactions (cash flows) through at least one of the acquiring income or transferring

income step. One would have been motivated to do so because "it is difficult to set aside

funds for savings when so many other uses compete for those funds." [Ogilvie ('358),

column 1, line 25]. In addition, loyalty points would "provide the encouragement the

user needs to continue on the debt reduction program" [VanLeeuwen ('949), paragraph

31]. Lastly, a transaction amount (whether an acquired amount or a transferred amount)

is a certain, tangible number that entities have access to and from which such incentives

can be determined.

As per Claim 3, VanLeeuwen ('949) as modified teaches the method of Claim 1 above.

However, VanLeeuwen ('949) does not explicitly disclose providing loyalty points based upon

said transferring step, wherein said transferring step transfers said user income to said user savings in such

an amount which is substantially equal to said user goal. Regardless, basing loyalty points on a

"transfer" transaction is an obvious variant under the logic and evidence of Claim 2

above. Further, the point of the debt management method of VanLeeuwen ('949) is to

reach financial goals [see paragraph 72] and accommodate "future planning" needs

(savings) [see paragraph 29]. An incentive, by definition, provides motivation to

conform to certain action. As such, it would have been obvious to one of ordinary skill in

the art, at the time of Applicant's invention, to modify VanLeeuwen ('949) to include

providing loyalty points, in response to transfers "substantially equal to said user goal" to

"provide encouragement...[in] the debt reduction program" [paragraph 31].

As per Claim 4, VanLeeuwen ('949) as modified teaches the method of Claim 1 above. However, VanLeeuwen ('949) does not explicitly disclose providing loyalty points based upon said transferring step, wherein said transferring step transfers said user income to said user savings in substantial compliance with said payment hierarchy. Regardless, basing loyalty points on a "transfer" transaction is an obvious variant under the logic and evidence of Claim 2 above. Further, the debt management method of VanLeeuwen ('949) encourages adherence to a ranking/hierarchy to not only "reduce a person's overall financial debt" [see paragraph 11] but also to accommodate "anticipate[d] future spending needs" [see paragraph 29]. An incentive, by definition, provides motivation to conform to certain action. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify VanLeeuwen ('949) to include providing loyalty points, in response to "said user savings" transfers "in substantial compliance with said payment hierarchy" to "provide encouragement...[in] the debt reduction program" [paragraph 31].

As per Claim 5, VanLeeuwen ('949) as modified teaches the method of Claim 1 above. However, VanLeeuwen ('949) does not explicitly disclose providing loyalty points based upon said transferring step, wherein said transferring step transfers said user income to said user debts in substantial compliance with said payment hierarchy. Regardless, basing loyalty points on a "transfer" transaction is an obvious variant under the logic and evidence of Claim 2 above. Further, the debt management method of VanLeeuwen ('949) encourages adherence to a ranking/hierarchy to not only "reduce a person's overall financial debt" [see paragraph 11] but also to accommodate "anticipate[d] future spending needs" [see paragraph 29]. An incentive, by definition, provides motivation to conform to certain

action. As such, it would have been obvious to one of ordinary skill in the art, at the time

of Applicant's invention, to modify VanLeeuwen ('949) to include providing loyalty

points, in response to "said user debt" transfers "in substantial compliance with said

payment hierarchy" to "provide encouragement…[in] the debt reduction program"

[paragraph 31].

As per Claim 6, VanLeeuwen ('949) as modified teaches the method of Claim 1 above.

However, VanLeeuwen ('949) does not explicitly disclose providing loyalty points based upon

said transferring step, wherein said transferring step transfers a certain amount of said user income to said

user debts, wherein said certain amount is a minimum amount due for said user debts. Regardless,

basing loyalty points on a "transfer" transaction is an obvious variant under the logic and

evidence of Claim 2 above. Further, VanLeeuwen ('949) teaches the user option of

transferring a certain amount comprising the "minimum payment" for user debts. [see

paragraph 45]. As such, it would have been obvious to one of ordinary skill in the art at

the time of Applicant's invention, to modify VanLeeuwen ('949) to include providing

loyalty points based on the transfer of a certain amount, comprising the minimum amount

due for said user debts. One would have been motivated to do so because under an

embodiment of VanLeeuwen ('949) making only the minimum payment is contemplated

[see paragraph 45]. Loyalty points are based on a transferred amount [see Ogilvie

('358)]. One of skill would appreciate that the transferred amount could be for various

purposes (e.g. savings, debt payment, making minimum payments, etc).

As per Claim 7, VanLeeuwen ('949) teaches the method of Claim 1 above. However,

VanLeeuwen ('949) does not explicitly disclose providing loyalty points based upon said

transferring step occurring automatically without user approval. Regardless, basing loyalty points

on a "transfer" transaction is an obvious variant under the logic and evidence of Claim 2

above. Further, VanLeeuwen ('949) teaches that transfers can occur without user

approval. [see paragraph 26, "can be setup [sic] for manual bill approval by the user [OR]

setup [sic] to forward all bills directly to a remote location for processing."]. As such it

would have been obvious to one of ordinary skill in the art, at the time of Applicant's

invention, to modify VanLeeuwen ('949) to include providing loyalty points based on the

automatic transfer of money. Loyalty points are based on a transferred amount [see

Ogilvie ('358)]. It does not matter whether the user or a straw man ultimately completes

the transfer. One of skill would appreciate that the transferred amount could be for

various purposes (e.g. savings, debt payment, automatic payments, etc).

Claims 9, 11 & 12 are rejected under 35 U.S.C. 103(a) as being unpatentable over

VanLeeuwen [2002/0123949] in view of Davis [2004/0193491], as applied in Claim 1 above,

and further in view of in view of Postrel (6,594,640).

As per Claim 9, VanLeeuwen ('949) as modified teaches the method of Claim 1 above.

However, neither VanLeeuwen ('949) nor Davis ('491) explicitly disclose wherein said

information related to user loyalty points is maintained in a third party loyalty system. Regardless,

Postrel ('640) discloses the retrieval of third party loyalty points from another system and

the conversion of them to a currency value. [see column 4, lines 9-10 & 13-16 & column

6, lines 44-46]. Specifically, Postrel ('640) teaches exchanging "a number of reward

points" for "consideration" [column 4, lines 13-16] with the third party, where the

"consideration may be in the form of a monetary credit. [see column 6, lines 44-46]. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify VanLeeuwen ('949) to include obtaining conversion information for the computation of the currency value of loyalty points from third party loyalty systems. One would have been motivated to do so given that loyalty methods, such as VanLeeuwen ('949), contemplate the involvement of [p]artnerships with other providers or retail outlets" [VanLeeuwen ('949), paragraph 31]. Similarly, Davis ('491) contemplates users "accruing…tens or hundreds of thousands of loyalty points through a myriad of…loyalty rewards programs. [Davis ('491), paragraph 3]. VanLeeuwen (949) would benefit from such retrieval from third party systems through the consolidation of these 'assets' for its budgeting and debt reduction program.

As per Claim 11, VanLeeuwen ('949) as modified teaches the method of Claim 1 above. However, VanLeeuwen ('949) does not explicitly disclose a third party providing loyalty points to at least one of (i) said user, (ii) at least one of said user income sources and (iii) at least one of said payees. Regardless, both Postrel ('640) and Davis ('491) disclose that third parties provide loyalty points [see Postrel ('640) Abstract, "plurality of independent reward points issuing entities" & Davis ('491) paragraph 3, "myriad [of] loyalty rewards programs"]. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify VanLeeuwen ('949) to include a third party providing loyalty points to a user, income sources, or payees involved. Here, VanLeeuwen ('949), contemplates "partners that provide cash back (mere form of "loyalty points", given a conversion rate) on purchases a user makes." [see VanLeeuwen

('949), paragraph 32]. An incentive, by definition, provides motivation to conform to certain action. This is true, regardless of the party being encouraged. VanLeeuwen ('949) would benefit from third party loyalty points "to provide encouragement the user needs to continue on the debt reduction program" [VanLeeuwen ('949), paragraph 31].

As per Claim 12, VanLeeuwen ('949) as modified teaches the method of Claim 1 above. However, VanLeeuwen ('949) does not explicitly disclose a third party providing loyalty points to at least one of (i) said user, (ii) at least one of said user income sources and (iii) at least one of said payees based upon said transferring step, wherein said transferring step transfers user income to a user savings account maintained by said third party. Regardless, both Postrel ('640) and Davis ('491) disclose that third parties provide loyalty points [see Postrel ('640) Abstract, "plurality of independent reward points issuing entities" & Davis ('491) paragraph 3, "myriad [of] loyalty rewards programs"]. In this vein, an incentive, by definition, provides motivation to conform to certain action. This is true, regardless of the party being encouraged. It is good business sense that an investor would prefer to transfer money to a savings account maintained by a third party offering loyalty point incentives over one that does not. Here, one of ordinary skill in the art would appreciate the motivations (e.g. use of deposited capital for liquidity, investment, etc.) a third party account holder (e.g. bank) would have to desire the transfer of funds to their held user's savings account. As such, it would have been obvious to one of ordinary skill in the art, at the time of Applicant's invention, to modify VanLeeuwen ('949) to include a third party, maintaining a user savings account, providing loyalty points to another party in response to a transaction to said savings account. One would have been motivated to do so given that VanLeeuwen ('949), contemplates "partners that provide cash back (mere form of "loyalty points",

given a conversion rate) on [transactions a] user makes." [see paragraph 32].

VanLeeuwen ('949) would desire third party loyalty points to "encourage the user…to

continue on the debt reduction program" [paragraph 31] as well as lessen the costs of

offering loyalty points on the debt reduction system (e.g. offering loyalty points with

currency value ultimately reduces revenues when the points are redeemed).

Claim 13 is rejected under 35 U.S.C. 103(a) as being unpatentable over VanLeeuwen

[2002/0123949] in view of Davis [2004/0193491], as applied in Claim 1 above, and further in

view of in view of Brose [2005/0004856].

As per Claim 13, VanLeeuwen ('949) as modified teaches the method of Claim 1 above.

However, neither VanLeeuwen ('949) nor Davis ('491) explicitly disclose wherein

probability modeling is used to facilitate said step of providing at least one recommendation.

Regardless, Brose ('856) teaches "facilitating financial advising and planning for a user

using a stochastic modeling module…integrat[ing] a user's goals, assets, savings…to

facilitate analyzing and developing a customized strategy for financial [] planning of the

user." [see Abstract]. As such, it would have been obvious to one of ordinary skill in the

art, at the time of Applicant's invention, to modify VanLeeuwen ('949) and Davis ('491)

to include probability modeling to facilitate providing at least one recommendation. One

would have been motivated to do so for efficiency in assessing financial outcomes given

a set of inputs. VanLeeuwen ('949) would desire probability modeling to inform users of

a potential outcome given adherence to its hierarchy and terms.

Prior Art

The following prior art made of record, but not relied upon, is considered pertinent to

applicant's disclosure: Compiano [2003/0208445], Dent et al [6,949,603], and Loeger et al

[2005/00970234].

Conclusion

Final Rejection

Applicant's amendment necessitated the new ground(s) of rejection presented in this

Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the date of this

final action.

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to John D. Scarito whose telephone number is (571) 270-3448. The

examiner can normally be reached on M-Th (7:30-5:00), Alternate F (7:30-4:00).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Kambiz Abdi can be reached on (571) 272-6702. The fax phone number for the

organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR

system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would

like assistance from a USPTO Customer Service Representative or access to the automated

information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/John D. Scarito/   John D. Scarito
Examiner, Art Unit 3692   Examiner
                                                                     Art Unit 3692

/Susanna M. Diaz/
Primary Examiner, Art Unit 3692